

IN THE UNITED STATES DISTRICT COURT  
DISTRICT OF MASSACHUSETTS

TREMONT REALTY CAPITAL, INC.,

Plaintiff,

v.

PINNACLE GROUP, LLC, ADAMS  
CANYON RANCH, LLC, JOHN LANG,  
and MICHAEL GRADY,

Defendants.

Civil Action No. 04-11853-RGS

PINNACLE GROUP, LLC, ADAMS  
CANYON RANCH, LLC, JOHN LANG,  
and MICHAEL GRADY,

Counterclaim Plaintiffs,

v.

TREMONT REALTY CAPITAL, INC.,

Counterclaim Defendant.

**TREMONT REALTY CAPITAL, INC.'s. INITIAL DISCLOSURE STATEMENT**

In accordance with Fed. R. Civ. P. 26(a) and Local Rule 26.2(A), plaintiff and counterclaim defendant Tremont Realty Capital, Inc. ("Tremont") provides the following initial disclosure to the defendants and counterclaim plaintiffs, Pinnacle Group, LLC, Adams Canyon Ranch, LLC, John Lang and Michael Grady (collectively, "the Pinnacle Parties"):

The following individuals are likely to have discoverable information relevant to disputed facts alleged with particularity in the pleadings:

1. **Daniel O. Mee:** 52 Parsons Street, Boston, MA, 02135; (617) 867-0700; As an Executive Director of Tremont, Mr. Mee has knowledge of Tremont's business and contract negotiations and relationships with the Pinnacle Parties, including the parties' performance of their respective contractual obligations.
2. **Richard C. Gallitto:** 2 Mountainview Drive, Framingham, MA; 01701; (617) 867-0700; As an Executive Director of Tremont, Mr. Gallitto has knowledge of Tremont's business and contract negotiations and relationships with the Pinnacle Parties, including the parties' performance of their respective contractual obligations.
3. **Jared Lewis:** 9 Boxberry Lane, Rockland, MA, 02370; (617) 867-0700; Mr. Lewis, as a Senior Underwriter of Tremont, has knowledge of Tremont's business and contract negotiations and relationships with the Pinnacle Parties, including the parties' performance of their respective contractual obligations.
4. **Russell Posorske:** 6001 East Dynamite Boulevard, Cave Creek, Arizona 85331; (617) 867-0700; Mr. Posorske, a Senior Director of Tremont, has knowledge of Tremont's business and contract negotiations and relationships with the Pinnacle Parties, including the parties' performance of their respective contractual obligations.
5. **Michael Grady:** Address unknown; Upon information and belief, Mr. Grady is the CFO and Co-Manager of Pinnacle Group, LLC, and has knowledge of the Pinnacle Parties' business and contract negotiations, and relationships with Tremont, including the parties' performance of their respective contractual obligations.
6. **Robert Lang:** Address unknown; Upon information and belief, Mr. Lang is the President, CEO and Co-Manager of Pinnacle Group, LLC, and has knowledge of the Pinnacle Parties' business and contract negotiations, and relationships with Tremont, including the parties' performance of their respective contractual obligations.
7. **Greg Boyd:** Address unknown; Upon information and belief Mr. Boyd was the project manager for the Ranch at Santa Paula project and has knowledge of the Pinnacle Parties' business and contract negotiations, and relationships with Tremont, including the parties' performance of their respective contractual obligations.
8. **Neil Oppen:** Fidelity Investments, 1 Federal St.; Boston, MA, 02109; (617) 563-7221; Upon information and belief, Mr. Oppen is a Senior Investment Officer for

Fidelity Investment Real Estate Group and has knowledge of the relationships between the parties, including the parties' performance of their respective contractual obligations.

The following categories of documents and tangible things are relevant to disputed facts alleged with particularity in the pleadings and are located at Tremont's offices or the offices of its counsel:

1. Correspondence between Tremont and the Pinnacle Parties' employees and agents;
2. Correspondence between counsel for Tremont and the Pinnacle Parties;
3. Written agreements between Tremont and the Pinnacle Parties, in draft and final form;
4. Business records relating to Tremont's work for the Pinnacle Parties on various projects, including projects known as the Ranch at Santa Paula and Lochenheath Golf Course.

Tremont's damages, arising from its breach of contract and related claims, are based on its own outlay in connection with, and the Pinnacle Parties' concurrent failure to tender fees as called for by, the Mortgage Banking Agreement entered into between Tremont and the Pinnacle Parties regarding a project known as the Ranch at Santa Paula. As permitted under its M.G.L. c. 93A claim, Tremont is also seeking treble damages, costs and attorneys' fees.

Tremont will make available all discoverable documents and materials, not privileged or otherwise protected from disclosure, relevant to the computation of Tremont's claimed damages. Tremont will also make available a copy of any insurance

agreement referred to in Fed. R. Civ. P. 26(a)(1)(D). Presently, Tremont is not aware that any such insurance contract exists.

TREMONT REALTY CAPITAL,

By its attorneys,

/s/ Joseph V. Cavanagh  
James M. Wodarski, BBO# 627036  
Michael S. Day, BBO # 656247  
Joseph V. Cavanagh, BBO # 657671  
Mintz, Levin, Cohn, Ferris, Glovsky  
and Popeo, P.C.  
One Financial Center  
Boston, MA 02111  
(617) 542-6000

**Certificate of Service**

I hereby certify that on this day, I caused a true and accurate copy of the foregoing document to be served upon William J. Hunt, Clark, Hunt & Emery, 55 Cambridge Parkway, Cambridge, Massachusetts 02142, by complying with this Court's Administrative Procedures for Electronic Case Filing.

Dated: September 29, 2005

/s/ Joseph V. Cavanagh  
Joseph V. Cavanagh